




**Infrastructure  
Canada**

ATIA - 19(1)

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**Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat <b>3517071</b>					
Standing Offer No / Supply Arrangement No. No de l'offre # commandes / No arrangement en matière d'approvisionnement <b>SA/AMA: E60ZT-16TSPS/196/ZT</b>					
Period of Contract (M/D/Y) - Période du contrat (M/D/Y) <b>From/Du: 10/12/2018 To/Au: 03/29/2019</b>					
Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Incl. taxes Aug /Dim - Taxes incluses	Revised Value - Valeur révisée <b>11,700.00 CAD</b>	Tax Amount Montant de la taxe <b>1,521.00 CAD</b>	Total <b>13,221.00 CAD</b>

Issuing Office Address - Adresse du bureau d'origine <b>INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6  QA001</b>		Contractor name and address - Nom et adresse de l'entrepreneur <b>JANET LEBLANC &amp; ASSOCIATES INC.</b> 	
Contact - Personne-ressource <b>Josie Sima</b>	Telephone - Téléphone <b>613-948-9474</b>	Contact - Personne-ressource <b>Janet LeBlanc</b>	Telephone - Téléphone <b>613 730-2709</b>
PROJECT TITLE - TITRE DU PROJET <b>Design and Facilitation services</b>			

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: **ENGLISH/ANGLAIS**

#### APPROPRIATE LAWS - LOIS PERTINENTES

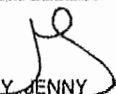
This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire # l'annexe "D".

**Ontario**

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

  
**TREMBLAY, JENNY**  
Signature

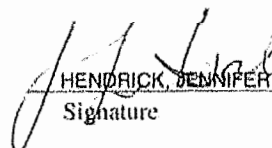
**OCT 12 2018**  
Date

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister  
This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

  
**HENDRICK, JENNIFER**  
Signature

Date

#### CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

  
Signature

**OCT 15 2018**  
Date

**Canada**



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**3517071**

## **Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES**

### **TERMS AND CONDITIONS**

#### **TO THE SUPPLIER**

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### **1. Taxes**

##### **1.1 Applicable Taxes**

Federal government departments and agencies are required to pay Applicable Taxes

##### **1.1.2 Responsibility of Canada and of the Contractor**

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### **1.1.3 Changes to Taxes and Duties**

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministres et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### Payment

#### 1 Basis of Payment

For the Work described in the statement of work in Annex C :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ 11,700.00. Customs duties are excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### Project Approval / Contracting:

October 12

#### Internal Documentation Review / Interview Senior Leadership Team / Prepare for and distribute Employee Questionnaire:

Level of effort: [REDACTED]

#### Summarize Leadership & Employee Feedback / Review Workforce of the Future Best Practices:

Level of effort: [REDACTED]

#### Design and Develop Day One of the Two Day Facilitated Session / Review with A/DG:

Level of effort: [REDACTED]

#### Facilitate 1-Day Session, Document Outcomes from Session (PPT Format):

Tentative date: October 25th

Level of effort: [REDACTED]

#### Design and Develop Day Two of the Two Day Facilitated Session / Review with A/DG:

Level of effort: [REDACTED]

#### Facilitate Second Day of the Two-Day Facilitated Session (Date to be confirmed):

Tentative date: November 12

level of effort: [REDACTED]

Total number of day to the contract: [REDACTED]



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## **2. Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid using Direct Deposit (Domestic and International);

## **3. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the consignee:

Josie Sirna  
Analyst, Smart Cities Challenge  
Infrastructure Canada | Government of Canada  
josie.sirna@canada.ca / Tel: 613-948-9474



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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **Statement of Work for Design and Facilitation Infrastructure Canada, Smart Cities Challenge Directorate**

The team of the Smart Cities Challenge (SCC) Directorate, Infrastructure Canada has experienced substantial organizational growth in the past 12 months. As such, the Contractor, Janet LeBlanc + Associates Inc., has been contracted to support the SCC team in reflecting on how they operate as a team, where they want to be in the future and how they will move forward to ensure team cohesion and engagement.

### **Organizational Objectives**

The Contractor, will work with management and staff of the Smart Cities Challenge team to achieve the following objectives:

- " Understand the strengths and challenges facing the team through stakeholder interviews, employee input, and internal documentation review
- " Understand best practices in building a workforce of the future and how to work within a diverse environment
- " Design and facilitate a one-day employee workshop to achieve the planned session outcomes
- " Prepare an executive level presentation that summarizes the outcomes from this engagement to promote the planned changes agreed to within the team sessions.

### **Scope of Work**

The Contractor will use the following approach to achieve the stated objectives:

- " Internal Documentation Review: Examine relevant documents to understand key progress, current issues, and emerging trends impacting future plans (e.g. strategic plans, employee engagement research, thought-leadership on workforce of the future)
- " Internal Interviews: Conduct 1x1 60-minute interviews with Smart Cities Challenge leadership team including the Assistant Deputy Minister (3 interviews) to understand desired outcomes for this engagement, strengths, challenges and opportunities going forward.
- " Employee Input: Create a 6-8 question survey to send to all employees, via email, to ask for input on strengths, challenges and opportunities going forward. All input from the stakeholder interviews and employee feedback will be summarized and used as part of the facilitated session.
- " Facilitated Session: Design and facilitate a two-day session with the Smart Cities Challenge team (~20):
  - o Goals: What do we want to achieve as a team? How do we want to behave?
  - o Realities: What's happening today?
  - o Options: What strategic priorities / options are available to achieve our goals?
  - o What's Next: What plans will we make to move forward?



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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### **RESULTING CONTRACT CLAUSES**

#### **1 Security Requirements**

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached to this contract
  - b. Industrial Security Manual (Latest Edition).

#### **2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

#### **3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2029 \_\_\_\_\_ (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

#### **4 Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 29, 2019.

#### **5 Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Jennifer Hendrick  
Manager Procurement Services, Corporate Services  
Infrastructure Canada / Government of Canada  
[jennifer.hendrick2@canada.ca](mailto:jennifer.hendrick2@canada.ca) / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based



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on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:

Josie Sima  
Analyst, Smart Cities Challenge  
Infrastructure Canada | Government of Canada  
josie.sima@canada.ca / Tel: 613-948-9474

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

Janet LeBlanc MBA  
President, Janet LeBlanc + Associates Inc.  
Customer Experience Management  
Phone: 613.730.2709 janet@janetleblancassociates.com

## 6 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 7 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 \_\_\_\_\_ (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List
- (f) the Contractor's bid dated October 3rd 2018.





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3517087

ATIA - 19(1)

Standing Offer No / Supply Arrangement No.  
No de l'offre # commandes / No arrangement en matière d'approvisionnement  
SA/AMA: E60ZT-16TSPS/043/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 10/29/2018 To/Au: 09/30/2020

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Incl./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			400,800.00 CAD	52,104.00 CAD	452,904.00 CAD

Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

ALTIS HUMAN RESOURCES (OTTAWA) INC  
300-102 BANK ST  
OTTAWA ON K1P 5N4  
CANADA

Contact - Personne-ressource

Kristin Potter.

Telephone - Téléphone

613-948-1576

Contact - Personne-ressource

Telephone - Téléphone

613 230-5350

PROJECT TITLE - TITRE DU PROJET

Org. Design and Classification Consult.

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

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PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

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Ontario

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Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

PRATT-TREMBLAY, LAUR

Signature

Date

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Approved for the Minister

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HENDRICK JENNIFER

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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

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1.1 Les ministres et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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ATIA - 20(1)(d)

## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### Payment

#### BASIS OF PAYMENT

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

**Contract Period: From date of contract award to September 30th 2020**

**Category:** Organizational Design and Classification Consultant (Level 3).  
**Name of the resource:** Michel Sarazin  
**Number of days:** [REDACTED]  
**Firm per diem rate:** [REDACTED]

**Category:** Organizational Design and Classification Consultant (Level 3).  
**Name of the resource:** Cynthia Blackburn  
**Number of days:** [REDACTED]  
**Firm per diem rate:** [REDACTED]  
**Total Estimated Cost:** \$ 400,800.00

\*\*\*\*\*

### Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

**Option period 1: October 1st 2020 to September 30th 2021**

**Category:** Organizational Design and Classification Consultant (Level 3).  
**Name of the resource:** Michel Sarazin  
**Number of days:** [REDACTED]  
**Firm per diem rate:** [REDACTED]

**Category:** Organizational Design and Classification Consultant (Level 3).  
**Name of the resource:** Cynthia Blackburn  
**Number of days:** [REDACTED]  
**Firm per diem rate:** [REDACTED]  
**Total Estimated Cost:** \$ 200,400.00

**Option period 2: October 1st 2021 to September 30th 2022**

**Category:** Organizational Design and Classification Consultant (Level 3).  
**Name of the resource:** Michel Sarazin  
**Number of days:** [REDACTED]



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Firm per diem rate: [REDACTED]

Category: Organizational Design and Classification Consultant (Level 3).  
Name of the resource: Cynthia Blackburn  
Number of days [REDACTED]  
Firm per diem rate: [REDACTED]  
Total Estimated Cost: \$ 200,400.00

### **Option period 3: October 1st 2022 to September 30th 2023**

Category: Organizational Design and Classification Consultant (Level 3).  
Name of the resource: Michel Sarazin  
Number of days [REDACTED]  
Firm per diem rate: [REDACTED]

Category: Organizational Design and Classification Consultant (Level 3).  
Name of the resource: Cynthia Blackburn  
Number of days [REDACTED]  
Firm per diem rate: [REDACTED]  
Total Estimated Cost: \$ 200,400.00

### **Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 400, 800, 00. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

Electronic Payment of Invoices # Contract  
The Contractor accepts to be paid using Direct Deposit (Domestic and International);

### **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### **Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;



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2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the following address for certification and payment.

**Kristin.potter@canada.ca**



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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **STATEMENT OF WORK**

**Title: TSPS - SA - Organizational Design and Classification Consultant**

#### **Background:**

Infrastructure Canada leads federal efforts to ensure that Canadians benefit from world-class, modern public infrastructure. This is achieved through investments, building partnerships, developing policies, delivering programs, and fostering knowledge. The department is a key funding partner, working with provinces, territories, municipalities, the private sector and non-profit organizations, along with other federal departments and agencies to help build and revitalize the infrastructure Canadians need and use every day. The investments address local and regional infrastructure needs, while advancing national priorities.

The department is considered small in size and has employees in five branches with the majority being located in Ottawa.

This contract is to ensure a consistent level and quality of organizational design and classification services in situations when demand exceeds the capacity of the Human Resources Division.

#### **Objective:**

Infrastructure Canada is seeking the services of 2 X Organizational Design and Classification consultants on a part-time basis (2-3 days per week) for up to 5 years. The proposed resources would need to provide services onsite at 180 Kent Street in Ottawa, Ontario or offsite.

#### **Tasks:**

The main tasks to be performed by the consultant(s) will be evaluating work descriptions and writing rationales for executive and non-executive positions. Other related tasks may include, but are not limited to the following:

##### **1. Job Evaluation**

- Apply the Executive Group Position Evaluation Plan and the current public service classification standards for non-Executive positions;
- Validation activities, such as on-site interviews and relativity studies;
- Preparing evaluation rationales and (or) written justifications;
- Participating as a rating member and (or) chairing classification committees and (or) grievance committees; and
- Preparing reports and providing classification advice, guidance, tools and other support in areas of EX classification using the Executive Group Evaluation Plan and in other areas of classification using the current classification standards.

##### **2. Organizational Design**

- Performing analysis of organization, job activities and (or) responsibilities by identifying organizational options and associated pros and cons for each option;
- Preparing organizational change proposal reports and (or) justifications that support the proposed organizational changes which may include an implementation plan; and
- Reviewing existing work descriptions and (or) identifying the need to create new position(s) or revise existing position(s) and recommend appropriate duties, responsibilities and changes to reflect the new organizational structure.

##### **3. Corporate Classification Activities**

- Departmental classification program strategies and plans;
- Development of classification policies, guidelines, tools and communication mechanisms;
- Classification monitoring and reporting, internally and to central agencies; and
- Advice and guidance, mentoring and coaching on classification issues.



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**Scope of Work:**

- " Infrastructure Canada expects each resource to maintain contact with Human Resources (work in collaboration).
- " Infrastructure Canada has published service standards, but specific deliverables and acceptable timeframes will be adjusted based on the complexity of the file and availability of the client.
- " All completed tasks listed above are subject to approval prior to releasing payment.

**Departmental Support:**

- " Infrastructure Canada will provide the following:
  - a. Feedback to the consultant(s) within 48 to 72 hours of submitting documents for review when tasks require approval for their acceptance.
  - b. A workstation onsite at 180 Kent street
  - c. All required access to systems, intranet and directories if and when applicable.





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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### **RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### **1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

#### **2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **2.1 General Conditions**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **3 Security Requirements**

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Officer must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex D
  - b) Industrial Security Manual (Latest Edition).

#### **4 Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to September 30th 2020 inclusive

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



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## 5 Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick  
Manager Procurement Services  
Corporate Services, Finance & Administration, Procurement Services  
jennifer.hendrick2@canada.canada  
Phone: 613-960-6334  
Jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Project Authority

The Project Authority for the Contract is:

Kristin Potter  
Manager, Centre of Expertise  
Corporate Services, Human Resources  
613-948-1576  
kristin.potter@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

[REDACTED] Professional Services  
Altis Professional  
(613) 230-5350 x [REDACTED] www.altisprofessional.com

## 6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (b) Annex C, Statement of Work
- (c) Annex B, Basis of Payment;
- (d) Security Requirements Check List
- (e) the Contractor's bid dated September 19, 2018.



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Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement <b>SA/AMA: EN578-170432/109/EI</b>			
Period of Contract (M/D/Y) - Période du contrat (M/J/A) <b>From/Du: 01/07/2019 To/Au: 11/30/2019</b>			
Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée <b>161,280.00 CAD</b>
			Tax Amount Montant de la taxe <b>20,966.40 CAD</b>
			Total <b>182,246.40 CAD</b>

Issuing Office Address - Adresse du bureau d'origine <b>INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6  QA001</b>		Contractor name and address - Nom et adresse de l'entrepreneur <b>EXCEL HUMAN RESOURCES INC. 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA</b>	
Contact - Personne-ressource <b>Hugues Soumis</b>	Telephone - Téléphone <b>613-852-7153</b>	Contact - Personne-ressource 	Telephone - Téléphone <b>613 230-5393</b>

PROJECT TITLE - TITRE DU PROJET <b>2 X Help Desk Agents</b>
--

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire # l'annexe "D".

**Ontario**

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

**DAWSON, DEREK**  
Signature

**DEC 21 2018**

Date

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

Approuvé pour le Ministre

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.  
Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

**HENDERICK, JENNIFER**  
Signature

**2018-12-21**

Date

#### CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

**12/21/2018**

Date



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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



**Call-up against a Standing Offer /  
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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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**Appendix B - Appendice B**  
**Terms of Payment - Modalités de paiement**

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

**Payment**

**1 Basis of Payment**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.  
NOTE: Since suppliers can submit up to 3 resource to this contract, the financial evaluation will be based on the firm hourly rate as follow:

**Contract Period: From date of contract award to November 30th 2019.**

Category : B.10 Help Desk Specialist  
Name: Marc Sauvé  
Number of day: [REDACTED]  
Firm Hourly rate: [REDACTED]  
Total: \$ 80,640.00

Category : B.10 Help Desk Specialist  
Name: Pierre Lacossade  
Number of day: [REDACTED]  
Firm Hourly rate: [REDACTED]  
Total: \$ 80,640.00

\*\*\*\*\*

**Option period 1: From December 1st 2019 to November 30th 2020.**

Category : B.10 Help Desk Specialist  
Name: Marc Sauvé  
Number of day: [REDACTED]  
Firm Hourly rate: [REDACTED]  
Total: \$ 80,640.00

Category : B.10 Help Desk Specialist  
Name: Pierre Lacossade  
Number of day: [REDACTED]  
Firm Hourly rate: [REDACTED]  
Total: \$ 80,640.00

\*\*\*\*\*

**Option period 2: From December 1st 2020 to November 30th 2021.**

Category : B.10 Help Desk Specialist  
Name: Marc Sauvé  
Number of day: [REDACTED]  
Firm Hourly rate: [REDACTED]  
Total: \$ 80,640.00



**Call-up against a Standing Offer /**  
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ATIA - 20(1)(d)

Category : B.10 Help Desk Specialist

Name: Pierre Lacossade

Number of day: [REDACTED]

Firm Hourly rate: [REDACTED]

Total: \$ 80,640.00

\*\*\*\*\*

### **Option period 3: From December 1st 2021 to November 30th 2022.**

Category : B.10 Help Desk Specialist

Name: Marc Sauvé

Number of day: [REDACTED]

Firm Hourly rate: [REDACTED]

Total: \$ 80,640.00

Category : B.10 Help Desk Specialist

Name: Pierre Lacossade

Number of day: [REDACTED]

Firm Hourly rate: [REDACTED]

Total: \$ 80,640.00

## **2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 161,280.00**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **3 Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid using Direct Deposit (Domestic and International);

## **4 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:

Chantal.LebLANC2@canada.ca





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## Appendix C - Appendice C Statement of Work - Énoncé des travaux

### STATEMENT OF WORK

#### 1. Title:

IT equipment renewal and support.

#### 2. Objective:

Technical assistance is required to deploy Windows 10 computers, cellular devices and address other surge activity in the department.

#### 3 Background:

Infrastructure Canada specifically the IMIT branch has various IT equipment deployment target to meet accompanied by surge activities which requires the assistance of three technical resources.

#### 4 Tasks:

Help Desk Specialist - Level 1

- " Developing, coordinating, tracking and monitoring IT Requirements, schedules, action items and client requirements;
- " Providing expertise and support of IT Client Requirements;
- " Coordinating, tracking, updating and reporting of the IT requirements while being focused on service improvement;
- " Develop IT procedures and documentation for end-users;
- " Liaison and reporting IT Services information to IT Manager and IT Service Delivery Teams;
- " Monitor an IT positional mailbox, coordinate, route and prioritize requests ;
- " Coordinate requests
  - o Employee processes
  - " New Employee,
  - " Employee Move,
  - " Departing Employee, and
  - " Provide new employee orientation
  - " Route tasks to the appropriate knowledge center;
  - " Administer INFC cellular program
  - " Coordinate delivery of equipment
  - " Create / change / cancel accounts
  - " Windows 10 deployment
  - o Coordinate & prioritize delivery of equipment as per client requirements
  - o Develop and maintain upgrade tracking program
- " Answer requests over the phone & email in both official languages;
- " Other related IT duties

#### 5 Scope:

Two (2) Help Desk Specialists - Level 1

The Help Desk Specialist provides basic technical support to users. The main tasks are responding to calls and providing accurate responses and installing, maintaining and troubleshooting hardware, software or peripherals at the desktop, network or server level.

Responsibilities could include but are not limited to:

- " Perform a variety of network problem analysis and monitoring tasks, monitor network management systems and respond appropriately to user requests and problems
- " Perform initial problem analysis and triage problem to other appropriate staff when appropriate.
- " Maintain liaison with network users and technical staff to communicate the status of problem resolution to network users; log and track requests for assistance.



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- " Develop, implement, and/or participate in the preparation of procedure manuals and documentation for help desk use; conduct periodic user satisfaction surveys and track user problem trends; make recommendations for improvements to the network systems and create reports based on information provided from user surveys and trends.
- " Develop, implement, and/or participate in the distribution of network related information to users to include information such as help desk procedures and network handbooks.
- " Participate in the development of a comprehensive training plan for help desk procedures; assist in training personnel providing backup coverage.
- " Participate in on-site installations of network systems for users.
- " Perform other related duties incidental to the work described herein.

**Minimum Mandatory Qualifications:**

**Education:**

- oSecondary school diploma is required
- oCertificate, diploma, or degree in computer science or other relevant field from a recognized post-secondary institution is required

**Experience:**

- oMinimum of three (3) years of relevant experience is required

**6 Constraints:**

None

**7 Client Support:**

Proposed resources must be available to work between the hours of 07:00 and 17:00 Monday to Friday. A work day is comprised of 7.5 hours with a work week comprised of 37.5 hours.

**8 Deliverables:**

- " Weekly timesheet ;
- " Asset reports ;
- " Weekly statistics on workload ; and
- " Meeting minutes.

**9 Travel:**

Travel to Montreal, Quebec may be required to replace IT equipment.

**10 Security Requirements:**

Reliability is required.

**11 Meeting:**

Meetings to be attended by the contractor during the period of work.

**12 Location of Work:**

The location of work will be at 180 Kent Street in Ottawa.

**13 Official Languages:**

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act. It is, therefore, imperative that the bidder's team includes individuals fluent in both official languages in order to communicate verbally and in writing in the preferred official language of the study participants.



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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 1 Statement of Work

The contractor must perform the work in accordance with the Statement of Work in Annex C.

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
2. The Contractor/Officer personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid reliability status, granted or approved by CISD/PSPC
3. The Contractor/Officer must not remove any protected information or assets from the identified work site(s), and the Contractor/Officer must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Officer must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached to this RFP
  2. Industrial Security Manual (Latest Edition)

#### 4 Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract to November 30th 2019.

##### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



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**ATIA-16(2)(c)**

**ATIA - 19(1)**

## **5 Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Jennifer Hendrick  
Manager Procurement Services, Corporate Services  
Infrastructure Canada / Government of Canada  
jennifer.hendrick2@canada.ca / Tel: 613-960-6334

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **5.2 Project Authority**

The Project Authority for the Contract is:

Hugues Soumis  
Lead IT Operations  
Corporate Services, Information Management & Information Technology, Operations Support, Security and Information  
Management Services  
hugues.soumis2@canada.ca  
Phone: 613-852-7153  
Cell: [REDACTED]

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Contractor's Representative**

[REDACTED] IT Services  
Excel Information Technology Resources  
(613) 230-3700 x [REDACTED]

## **6 Certifications and Additional Information**

### **6.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **7 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **8 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.



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- (a) the Articles of Agreement;
- (b) the general conditions : 2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Security Requirements Check List
- (f) the Contractor's bid dated December 10, 2018.

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